



## UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS  
UNITED STATES PATENT AND TRADEMARK OFFICE  
WASHINGTON, D.C. 20231  
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/681,532	04/24/2001	David B. Wheeler	800529

23372  
TAYLOR RUSSELL & RUSSELL, PC  
4807 SPICEWOOD SPRINGS ROAD  
BUILDING ONE, SUITE 1200  
AUSTIN, TX 78745

CONFIRMATION NO. 9723

## FORMALITIES LETTER



\*OC000000006075566\*

Date Mailed: 05/15/2001

## NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

*Filing Date Granted*

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given **TWO MONTHS** from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The oath or declaration is missing.  
*A properly signed oath or declaration in compliance with 37 CFR 1.63, identifying the application by the above Application Number and Filing Date, is required.*
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$65 for a small entity in compliance with 37 CFR 1.27, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 65.

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*A copy of this notice **MUST** be returned with the reply.*

Customer Service Center

Initial Patent Examination Division (703) 308-1202

PART 2 - COPY TO BE RETURNED WITH RESPONSE

08/08/2001 EABUBAK1 00000095 09681532

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65.00 OP



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# FEE TRANSMITTAL for FY 2001

Patent fees are subject to annual revision.

TOTAL AMOUNT OF PAYMENT (\$ 160)

**Complete if Known**

Application Number	09/681532
Filing Date	4/24/2001
First Named Inventor	Wheeler, David B.
Examiner Name	Unknown
Group Art Unit	2183
Attorney Docket No.	800529

**METHOD OF PAYMENT**

- 1.
- ☐
- The Commissioner is hereby authorized to charge indicated fees and credit any overpayments to:

Deposit  
Account  
Number  
Deposit  
Account  
Name


Charge Any Additional Fee Required  
Under 37 CFR 1.16 and 1.17☒ Applicant claims small entity status.  
See 37 CFR 1.27

- 2.
- ☒
- Payment Enclosed:

Check ☒ Credit Card ☐ Money  
Order ☐ Other**FEE CALCULATION (continued)****3. ADDITIONAL FEES**

Fee Code	Large Entity Fee (\$)	Fee Code	Small Entity Fee (\$)	Fee Description	Fee Paid
105	130	205	65	Surcharge - late filing fee or oath	65
127	50	227	25	Surcharge - late provisional filing fee or cover sheet	
139	130	139	130	Non-English specification	
147	2,520	147	2,520	For filing a request for <i>ex parte</i> reexamination	
112	920*	112	920*	Requesting publication of SIR prior to Examiner action	
113	1,840*	113	1,840*	Requesting publication of SIR after Examiner action	
115	110	215	55	Extension for reply within first month	55
116	390	216	195	Extension for reply within second month	
117	890	217	445	Extension for reply within third month	
118	1,390	218	695	Extension for reply within fourth month	
128	1,890	228	945	Extension for reply within fifth month	
119	310	219	155	Notice of Appeal	
120	310	220	155	Filing a brief in support of an appeal	
121	270	221	135	Request for oral hearing	
138	1,510	138	1,510	Petition to institute a public use proceeding	
140	110	240	55	Petition to revive - unavoidable	
141	1,240	241	620	Petition to revive - unintentional	
142	1,240	242	620	Utility issue fee (or reissue)	
143	440	243	220	Design issue fee	
144	600	244	300	Plant issue fee	
122	130	122	130	Petitions to the Commissioner	
123	50	123	50	Processing fee under 37 CFR 1.17(q)	
126	180	126	180	Submission of Information Disclosure Stmt	
581	40	581	40	Recording each patent assignment per property (times number of properties)	40
146	710	246	355	Filing a submission after final rejection (37 CFR § 1.129(a))	
149	710	249	355	For each additional invention to be examined (37 CFR § 1.129(b))	
179	710	279	355	Request for Continued Examination (RCE)	
169	900	169	900	Request for expedited examination of a design application	

Other fee (specify)

\*Reduced by Basic Filing Fee Paid

**SUBTOTAL (3)****(\$ 160)****FEE CALCULATION****1. BASIC FILING FEE**

Large Entity Fee Code	Large Entity Fee (\$)	Small Entity Fee Code	Small Entity Fee (\$)	Fee Description	Fee Paid
101	710	201	355	Utility filing fee	
106	320	206	160	Design filing fee	
107	490	207	245	Plant filing fee	
108	710	208	355	Reissue filing fee	
114	150	214	75	Provisional filing fee	

**SUBTOTAL (1)** (\$ 0)**2. EXTRA CLAIM FEES**

Total Claims	Extra Claims	Fee from Below	Fee Paid
Independent Claims	-20**=	X	
Multiple Dependent	-3**=	X	

Large Entity Fee Code	Large Entity Fee (\$)	Small Entity Fee Code	Small Entity Fee (\$)	Fee Description
103	18	203	9	Claims in excess of 20
102	80	202	40	Independent claims in excess of 3
104	270	204	135	Multiple dependent claim, if not paid
109	80	209	40	**Reissue independent claims over original patent
110	18	210	9	**Reissue claims in excess of 20 and over original patent

**SUBTOTAL (2)** (\$ 0)

\*\* or number previously paid, if greater; For Reissues, see above

**SUBMITTED BY**

Name (Print/Type)	Douglas D. Russell	Registration No. (Attorney/Agent)	40152	Telephone	512-338-4601
Signature		Date	July 31, 2001		

**WARNING:** Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.**Burden Hour Statement:** This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231.  
**DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO:** Assistant commissioner for Patents, Washington, DC 20231.



#3

§ 5 Sec 1

Please type a plus sign (+) inside this box → ☐

PTO/SB/21 (08-00)

Approved for use through 10/31/2002. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paper Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

<b>TRANSMITTAL FORM</b> (to be used for all correspondence after initial filing)	<b>Application Number</b>	09/681532	
	<b>Filing Date</b>	Apr 24, 2001	
	<b>First Named Inventor</b>	Wheeler, David B.	
	<b>Group Art Unit</b>	2183	
	<b>Examiner Name</b>	Unknown	
<b>Total Number of Pages in This Submission</b>	31	<b>Attorney Docket Number</b>	800529

ENCLOSURES (check all that apply)		
<input checked="" type="checkbox"/> Fee Transmittal Form <input checked="" type="checkbox"/> Fee Attached <input checked="" type="checkbox"/> Amendment / Reply <input type="checkbox"/> After Final <input checked="" type="checkbox"/> Affidavits/declaration(s) <input checked="" type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s)  <input checked="" type="checkbox"/> Response to Missing Parts/ Incomplete Application <input checked="" type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53	<input checked="" type="checkbox"/> Assignment Papers (for an Application) <input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) _____	<input type="checkbox"/> After Allowance Communication to Group <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input checked="" type="checkbox"/> Other Enclosure(s) (please identify below): <ul style="list-style-type: none"><li>■ Declarations of Facts by Gail Taylor Russell and Douglas D. Russell and copies of documents supporting nonsigning inventor status (18 pages);</li><li>■ Credit Card Payment Form (PTO-2038); and</li><li>■ Return receipt postcard.</li></ul>
Remarks		

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm or Individual name	Taylor Russell & Russell, P.C.		
Signature			
Date	July 31, 2001		

## CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231 on this date: <u>Aug 1, 2001</u>			
Type or printed name	Ellen Huffman	Date	Aug 1, 2001
Signature			

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Wheeler, et al.

Application No.: 09/681,532

Filed: 4/24/01

Title: System and Method for Determining User Identity Fraud Using Similarity Searching

Attorney Docket No.: 800529

Group Art Unit: 2183

Examiner: Unknown

Box Missing Parts  
Assistant Commissioner for Patents  
Washington, D.C. 20231

RESPONSE TO NOTICE TO FILE MISSING PARTS OF  
NONPROVISIONAL APPLICATION FILED UNDER 37 CFR 1.153(b)

Dear Sir:

In response to the Notice to File Missing Parts of Nonprovisional Application Filed Under 37 CFR 1.153(b), enclosed are the following items and fees required to complete the above-referenced application:

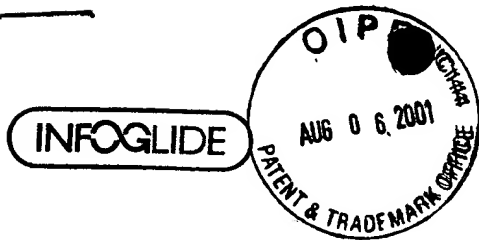
- (1) Petition for Extension of Time Under 37 CFR 1.136(a);
- (2) Declaration for Utility Patent Application (PTO/SB/01) signed by all but one inventor (nonsigning inventor) Paul Leury;
- (3) Recordation Cover Sheet (PTO-1595) and Assignments of Invention and Patent Application executed by inventors David B. Wheeler and John R. Ripley;
- (4) Declaration of Facts by Gail Taylor Russell and copies of documentary evidence supporting nonsigning inventor status of Paul Leury (Declaration and Assignment Documents signed by all but one inventor, cover letters of instruction and employment agreement);
- (5) Declaration of Facts by Douglas D. Russell and copies of documentary evidence supporting nonsigning inventor status of Paul Leury (cover letter of instruction and certified mail return receipt);
- (6) Credit Card Payment Form (PTO-2038); and
- (7) A return receipt postcard.

Respectfully Submitted,

July 31, 2001  
Date

Douglas D. Russell  
Douglas D. Russell, Reg. No. 40152  
Attorney for Applicant

Taylor Russell & Russell, P.C.  
4807 Spicewood Springs Road  
Building One, Suite 1200  
Austin, Texas 78759  
Tel. 512-338-4601  
Fax 512-338-4651



INFOGLIDE

CORPORATION

11100 METRIC BOULEVARD, SUITE 7:

AUSTIN, TEXAS 78758

TEL: 512-532-3500

FAX: 512-532-3505

[www.infoglide.com](http://www.infoglide.com)

June 6, 2001

Paul Leury  
1001 Hunters Creek Drive  
Cedar Park, TX 78613

RE: System and Method for Determining User Identity Fraud Using Similarity  
Searching -  
File No. 800529

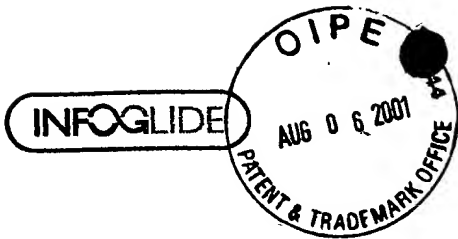
Dear Paul:

Enclosed is a set of Declaration and Assignment forms we have received from the patent office that need your signature. Please sign these at your earliest convenience and return them to me in the enclosed envelope. Please note that the Assignment must be signed in the presence of a Notary Public.

Thank you for your attention in this matter.

Sincerely,

Karen Hart  
Legal Assistant



INFOGLIDE

CORPORATION

11100 METRIC BOULEVARD, SUITE 750

AUSTIN, TEXAS 78758

TEL: 512-532-3500

FAX: 512-532-3505

[www.infoglide.com](http://www.infoglide.com)

June 27, 2001

**2ND REQUEST**

Paul Leury  
1001 Hunters Creek Drive  
Cedar Park, TX 78613

RE: System and Method for Determining User Identity Fraud Using Similarity  
Searching –  
File No. 800529

Dear Paul:

Please note that the enclosed is a set of Declaration and Assignment forms we have received from the patent office that need your signature. Please sign these at your earliest convenience and return them to me in the enclosed envelope and note that the Assignment must be signed in the presence of a Notary Public.

Thank you for your attention in this matter.

Sincerely,

Karen Hart  
Legal Assistant



InfoGlide Corporation  
**EMPLOYEE CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**

In consideration of my employment, or continued employment and the attendant benefits to me as a result thereof, InfoGlide and I agree as follows:

**1. DEFINITIONS.**

a. "Confidential Information" shall mean all documentation, software, know-how and information relating to the past, present, or future business of InfoGlide Corporation (including the former company Detective Tools) including but not limited to, any technical and scientific information, any information relating to software architecture, design or code, any research and development information, any plans or projections, any customer lists, advertiser lists, supplier lists, customer sales analyses, price lists and any other non-public information concerning InfoGlide's business. Confidential Information shall not include: (1) information disclosed publicly in published materials or (2) information generally known in the industry. In addition Confidential Information shall not include the general knowledge and experience obtained by me during my employment with InfoGlide.

b. "Work Product" shall mean all documentation, software, know-how and information including but not limited to technical and scientific information, software architecture, design and code, and research and development information, created, in whole or in part, by me within the scope of my duties during my employment by InfoGlide, whether or not copyrightable or otherwise protectable including inventions. Work Product does not include work which (1) I do entirely by myself without use of InfoGlide's facilities, property, Work Product, or resources, and (2) I do the work entirely on my own time, and (3) the work does not relate to InfoGlide's business or its planned business.

**2. COMPANY CONFIDENTIALITY.** I acknowledge that in the course of my employment, I will gain access to and may gain possession of Confidential Information of InfoGlide. I agree to keep all Confidential Information strictly confidential and not to use Confidential Information for any purpose or disclose Confidential Information to any person or entity (a) during my employment, except as expressly authorized by and for the benefit of InfoGlide and in the course of my duties as an employee or (b) at any time after my employment ends.

**3. RETURN OF PROPERTY.** At the time that my employment terminates, or at any other time that InfoGlide so requests, I will turn over to InfoGlide all Work Product and property of InfoGlide and all Confidential Information in any form. I will not keep any copies of such materials.

4. **WORK PRODUCT BELONGS TO INFOGLIDE.** All Work Product shall be the sole property of InfoGlide. InfoGlide shall be the sole owner of all patents, copyrights and other rights relating to Work Product. I acknowledge that all Work Product is work for hire that becomes property of InfoGlide, and I assign to InfoGlide any and all rights that I may have or acquire in all Work Product.

5. **AGREEMENT TO DISCLOSE.** I agree to disclose promptly to InfoGlide or its authorized agent all information regarding Work Product as soon as is possible. I agree to maintain accurate and adequate records of all Work Product.

6. **DUTY TO COOPERATE.** At all times during and after my employment, I agree to perform all tasks and execute all papers necessary or appropriate to grant InfoGlide the full benefits granted in this Agreement or to facilitate InfoGlide's securing and enforcing all rights pertaining to this Agreement.

7. **COMPETITIVE ACTIVITIES.**

a. During the period of my employment with InfoGlide, I will not:

i. Perform any services for any person or entity competing with InfoGlide;

ii. Compete with any products or services marketed or offered by InfoGlide; and

b. For a period of 12 months after my employment with InfoGlide, I will not:

i. Perform any services for any person or entity competing with InfoGlide;

ii. Compete with any products or services marketed or offered by InfoGlide;

iii. Solicit or contact customers of InfoGlide;

iv. Solicit other employees of InfoGlide to leave InfoGlide.

8. **ADJUSTMENT OF RESTRAINTS BY A COURT OF LAW.** If the period of time or the geographic scope of any non-competition or non-solicitation restraint area specified in this Agreement is judged by a court to be unreasonable, I agree that the time



and/or geographic scop for such restraint will be reduced so that the restraint can b enforced in such area and for such time as the court decides is reasonable.

9. **EXTENSION OF RESTRAINTS DURING PERIODS OF VIOLATION.** If I violate any non-competition or non-solicitation r straint specified in this Agreement, I agree that the period of the restrain shall not run during the period of the violation. I understand that the purpose of this paragraph is to give InfoGlide protection of the restraint for the full agreed-upon duration.

10. **BINDING EFFECT.** This Agreement shall inure to the benefit of and b binding upon InfoGlide, its successors and assigns, and on me, my successors, assigns, heirs, executors, administrators and legal representatives.

11. **REMEDIES.** I understand that if I violate any provision of this agreement relating to Confidential Information, Work Product , non-competition, non-solicitation, or my duty to cooperate in matters relating to protection of intellectual property, InfoGlide will suffer immediate and irreparable injury. If I violate any of such provisions, I agree that, in addition to any other remedies that may apply, my strict compliance with this Agreement should be ordered by a court of competent jurisdiction, and InfoGlide is therefore entitled to preliminary and final injunctive relief to enforce this Agreement.

12. **SEVERABILITY.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, such invalidity will not affect any other provision of this Agreement.

13. **APPLICABLE LAW.** This Agreement is to be interpreted in accordance with the substantive law of *[specify state]*.

14. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between InfoGlide and me and supersedes all prior to contemporaneous oral or written agreements between us relating to this subject matter. This Agreement may not b amended or altered except by a writing signed by both parties.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT CAREFULLY, AND THAT I FULLY UNDERSTAND AND AGREE TO ALL ITS TERMS.

  
[Signature of Employee]

  
[Employee Name, print or type]

## Employee Address:

4600 Setao Cntr Pkwy #1123  
Austin, TX 78759-5210

## Employment Date:

Nov 11 1996

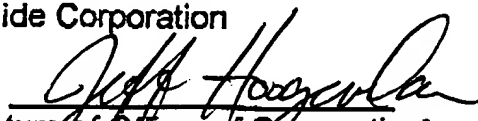
## Date of this Agreement:

May 20 1997

## Accepted by:

InfoGlide Corporation

By:

  
[Signature of Officer of Corporation]



**Taylor Russell & Russell P.C.**  
**Intellectual Property Attorneys and Counselors at Law**  
4807 Spicewood Springs Road  
Building One, Suite 1200  
Austin, Texas 78759

Telephone: 512.338.4601  
Facsimile: 512.338.4651  
Internet: [www.russell-law.com](http://www.russell-law.com)  
[doug@russell-law.com](mailto:doug@russell-law.com)

July 10, 2001

VIA Certified Mail #7001 0320 0002 2445 9126  
Return Receipt Requested

Mr. Paul Leury  
1001 Hunter's Creek Drive  
Cedar Park, TX 78613

**CONFIDENTIAL--ATTORNEY/CLIENT COMMUNICATIONS**

RE: **System and Method for Determining User Identity Fraud Using  
Similarity Searching**  
Application No. 09/681,532  
Filed: 4/24/01  
Attorney Docket No. 800529

Dear Paul:

Enclosed is a copy of the above-referenced patent application papers, including specification description, claims, and drawings, as filed with the USPTO. Also enclosed are the Declaration and Assignment documents, which must be signed and dated by you as a requirement to complete the application filing.

Please note that the Assignment must be signed in the presence of and witnessed by a notary.

Please execute the Declaration and Assignment documents, and return the originals to my office by July 24, 2001, in the envelope provided. If you have any questions or concerns, please contact me.

Sincerely,

  
Douglas D. Russell

DDR/eh  
Enclosures

cc: Gail Taylor Russell



7001 0320 0002 2445 9126

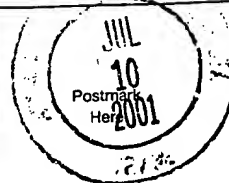
U.S. Postal Service

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<b>Total Postage &amp; Fees</b>	<b>\$ 5.55</b>



Sent To

Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4Paul Leury  
1001 Hunter's Creek Drive  
Cedar Park, TX 78613

PS Form 3800, January 2001

See Reverse for Instructions



## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Paul Leury  
1001 Hunter's Creek Drive  
Cedar Park, TX 78613

2. Article Number

(Transfer from service label)

7001 0320 0002 2445 9126

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-1424

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Kertha Simpson 7-11-01

C. Signature

X Kertha Simpson ☐ Agent ☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Taylor Russell & Russell, P.C.  
4807 Spicewood Springs Road  
Building One, Suite 1200  
Austin, Texas 78759-8444

TAYLOR RUSSELL

JUL 13 2001

800529

&amp; RUSSELL, P.C.

05

